

1  
2  
3  
4  
5  
6                   UNITED STATES DISTRICT COURT  
7                   WESTERN DISTRICT OF WASHINGTON  
8                   AT SEATTLE

9 GP Global APAC Pte. Ltd.

\*

10                 and

\*                 **IN ADMIRALTY**

11 GP Global ARA BV,

\*

13                 Plaintiffs,

\*                 Civil Action No.

14 V.

\*

16 M/V AMIS INTEGRITY,  
17 (IMO No. 9732412), its engines,  
tackle and apparel,

\*

\*

19                 Defendant *in rem.*

\*

20 \*                 \*                 \*                 \*                 \*                 \*

21                   ~~[PROPOSED]~~ ORDER GRANTING  
22                   EMERGENCY MOTION TO APPOINT

24 [PROPOSED] ORDER GRANTING  
25 EMERGENCY MOTION TO APPOINT  
26 MARINE LENDERS SERVICES  
27 AS SUBSTITUTE CUSTODIAN

- Page 1 of 11

## MARINE LENDERS SERVICES AS SUBSTITUTE CUSTODIAN

Plaintiff's GP Global APAC Pte. Ltd. and GP Global ARA BV (collectively "GP Global"), has made the following recital by and through its attorneys of record John E. Casperson , Holmes Weddle & Barcott and J. Stephen Simms, Simms Showers LLP having appeared, now makes the following recitals:

## Recitals

1. On January 22 , 2020, GP Global filed its verified Complaint herein, requesting that the vessel M/V AMIS INTEGRITY (IMO No. 9732412), *in rem*, its engines, tackle and other appurtenances (“Vessel”) be arrested, condemned and sold to pay Plaintiffs’ claims and for other proper relief.

2. It is anticipated that the Clerk of the Court will be authorized by this Court to issue a Warrant of Arrest commanding the United States Marshal for this District to arrest and take the defendant vessel into custody and to detain it in custody until further order of this Court.

3. It is contemplated that the United States Marshal will seize the defendant vessel forthwith. Custody by the U.S. Marshal requires the services of

[PROPOSED] ORDER GRANTING  
EMERGENCY MOTION TO APPOINT  
MARINE LENDERS SERVICES  
AS SUBSTITUTE CUSTODIAN

1 one or more keepers at a charge of at least \$1,200.00 per day per keeper, not  
2 including charges for moorage and the other services usually associated with  
3 safekeeping vessel similar to the defendant Vessel.  
4

5       4.      The defendant vessel is scheduled to arrive at or near the Port of Port  
6 Angeles as early as January 23, 2020. After arrest, it may be necessary to move  
7 the Vessel to the facilities near those of Marine Lenders Services, LLC at 5350  
8 30th Avenue NW, Seattle, Washington, or to other suitable moorage. It may also  
9 be necessary to offload any remaining cargo from the Vessel.  
10  
11

12       5.      Plaintiffs are agreeable to allowing Marine Lenders Services, LLC to  
13 assume the responsibility of safekeeping said vessel and Marine Lenders Services,  
14 LLC has consented to act as custodian of the vessel until further order of this  
15 Court. Fees and expenses to be charged by Marine Lenders Services, LLC will be  
16 substantially less than the cost of leaving the defendant vessel in the custody of the  
17 U.S. Marshal.  
18  
19

20       6.      Buck W. Fowler Jr, Managing Member by declaration, has stated that  
21 Marine Lenders Services, LLC has no interest in the outcome of this lawsuit, can  
22  
23

24 [PROPOSED] ORDER GRANTING  
25 EMERGENCY MOTION TO APPOINT  
26 MARINE LENDERS SERVICES  
27 AS SUBSTITUTE CUSTODIAN  
28

1 arrange for adequate facilities and supervision for the proper safekeeping of the  
2 vessel, and has obtained the legal liability insurance through Great American  
3 (Policy No. CL1932503366) with policy limits of not less than \$2,000,000 which  
4 is expected to be adequate to respond in damages for loss of or injury to the  
5 defendant vessel resulting from their legal liability or for damages sustained by  
6 third parties due to any acts, faults or negligence of the substitute custodian.  
7  
8 Further, in his declaration, Buck W. Fowler Jr, on behalf of Marine Lenders  
9 Services, LLC has agreed to accept custody of the vessel and its equipment in  
10 accordance with the terms of this Order.

13       7. In consideration of the U.S. Marshal's consent to the appointment of  
14 Marine Lenders Services, LLC as substitute custodian, plaintiff agrees to release  
15 the United States and the U.S. Marshal from any and all liability and responsibility  
16 arising out of the care and custody of the defendant vessel and its equipment, from  
17 the time the U.S. Marshal transfers custody of the vessel over to the substitute  
18 custodian, and plaintiff further agrees to indemnify and hold the United States and  
19  
20  
21  
22  
23  
24

25                   **[PROPOSED] ORDER GRANTING**  
26                   **EMERGENCY MOTION TO APPOINT**  
27                   **MARINE LENDERS SERVICES**  
28                   **AS SUBSTITUTE CUSTODIAN**

1 the U.S. Marshal harmless from any and all claims whatsoever arising out of the  
2 substitute custodian's possession and safekeeping of the Vessel.  
3

4 **Order**

5 NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

6 1. That upon the seizure of the defendant vessel, the Vessel pursuant to  
7 the Warrant of Arrest, the U.S. Marshal for the Western District of Washington is  
8 authorized and directed to surrender custody of the Vessel to Marine Lenders  
9 Services, LLC as substitute custodian herein, and that upon such surrender, the  
10 Marshal shall be discharged from his/her duties and responsibilities for the  
11 safekeeping of the vessel and held harmless from any and all claims arising out of  
12 said custodial services.  
13  
14

15 2. That Marine Lenders Services, LLC, as substitute custodian, shall see  
16 to and be responsible for the safekeeping of the defendant Vessel. The duties of  
17 the substitute custodian shall include, but are not limited to, ensuring that there is  
18 adequate, safe moorage for the Vessel. The substitute custodian is not required to  
19 have a person live on board the Vessel, but an officer or authorized agent of the  
20  
21  
22

23  
24 [PROPOSED] ORDER GRANTING  
25 EMERGENCY MOTION TO APPOINT  
26 MARINE LENDERS SERVICES  
27 AS SUBSTITUTE CUSTODIAN  
28

1 substitute custodian shall go on board the vessel, from time to time to carry out the  
2 duties of substitute custodian. No other person shall be allowed to enter on the  
3 vessel except as provided for herein or as otherwise expressly authorized by order  
4 of this Court.

5       3. That the defendant Vessel may be moved by tug or other safe means  
6 from its present moorage to adequate, safe moorage at the facilities of the  
7 substitute custodian or to another suitable location in this District. The substitute  
8 custodian shall notify the office of the U.S. Marshal that the Vessel is to be moved  
9 and shall again notify the office of the U.S. Marshal when the Vessel has been  
10 moved. Once the vessel has been moved to the facilities of the substitute custodian  
11 or other suitable moorage, the defendant vessel shall not be moved again without  
12 further order of the Court.

13       4. That Marine Lenders Services, LLC, as substitute custodian, may if  
14 necessary offload any cargo aboard the Vessel and arrange for storage of the same  
15 at a suitable storage facility. The substitute custodian shall notify the office of the  
16

17  
18  
19  
20  
21  
22  
23  
24 [PROPOSED] ORDER GRANTING  
25 EMERGENCY MOTION TO APPOINT  
26 MARINE LENDERS SERVICES  
27 AS SUBSTITUTE CUSTODIAN  
28

1 U.S. Marshal prior to engaging in any such offloading of cargo and again upon the  
2 completion of any such offloading.

3       5. That Marine Lenders Services, LLC, as substitute custodian, with  
4 Plaintiff's approval, may permit the Vessel to conduct normal operations while  
5 under Marine Lenders Services LLC custodianship, including fueling, loading,  
6 discharging, cargo handling, repairs, and vessel movement within the District, but  
7 at the risk and expense of the Vessel's interests. The substitute custodian Marine  
8 Lenders Services, LLC shall ensure that the operations of the Vessel conducted are  
9 normal port operations, i.e., normal cargo operations, both discharging and  
10 loading, repair work, fueling, and vessel movement, and that the Vessel always  
11 remains within the waters of the District, unless and until otherwise ordered by the  
12 Court. The substitute custodian shall notify the office of the U.S. Marshal prior to  
13 engaging in any such loading, fueling and vessel movement and again upon the  
14 completion of such activity.

15       6. That Marine Lenders Services, LLC, as substitute custodian, may if  
16  
17  
18  
19

20  
21  
22  
23  
24 [PROPOSED] ORDER GRANTING  
25 EMERGENCY MOTION TO APPOINT  
26 MARINE LENDERS SERVICES  
27 AS SUBSTITUTE CUSTODIAN  
28

necessary offload any fuel and arrange for disposal of the same. The substitute custodian shall notify the office of the U.S. marshal prior to engaging in any such offloading and again upon the completion of any such offloading.

7. That Marine Lenders Services, LLC, as substitute custodian, may, but is not required to, retain a marine engineer familiar with the vessel and to take him or her on board the vessel with authorized agents of Marine Lenders Services, LLC to assist in the securing of the vessel.

8. That Marine Lenders Services, LLC, as substitute custodian, may, but is not required to, remove those pieces of electronic equipment on board the vessel, if any, which may be easily removed without damage to the vessel, and that such removed electronic equipment shall be stored in a safe, secure storage pending further Order of this Court.

9. That Marine Lenders Services, LLC, as substitute custodian, may, but is not required to, retain such services as are necessary to clean the interior and / or exterior of the vessel, remove food products with such services to be performed under the supervision of the substitute custodian.

[PROPOSED] ORDER GRANTING  
EMERGENCY MOTION TO APPOINT  
MARINE LENDERS SERVICES  
AS SUBSTITUTE CUSTODIAN

1           10. That Plaintiffs shall arrange to pay charges for moorage of the vessel  
2 and the fees, costs and legal liability insurance premiums of the substitute  
3 custodian and shall reimburse the substitute custodian for such other costs as may  
4 be incurred in conduction of the inventory of the equipment on board, in securing  
5 the vessel, in having the vessel cleaned, in moving the vessel, and / or in offloading  
6 any cargo or fuel from the vessel.  
7

9           11. That subject to final approval by the Court, all fees, costs and  
10 expenses incurred by Plaintiff s or the substitute custodian pursuant to the terms of  
11 this Order shall be deemed administrative expenses of the U.S. Marshal.  
12

13           11. That Plaintiffs' attorney shall send a copy of this Order to the owner  
14 of the defendant Vessel at the last address known by plaintiff, and to the address  
15 shown on the record of the U.S. Coast Guard by Certified Mail, Return Receipt  
16 Requested.  
17

19           IT IS FURTHER ORDERED THAT all crew members shall remain on  
20 board the defendant vessel and continue to operate and maintain all ship systems  
21 pending further order of this Court.  
22

23

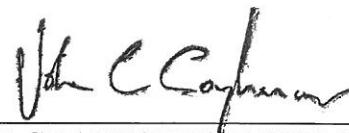
24 [PROPOSED] ORDER GRANTING  
25 EMERGENCY MOTION TO APPOINT  
26 MARINE LENDERS SERVICES  
27 AS SUBSTITUTE CUSTODIAN  
28

1 IT IS FURTHER ORDERED that the substitute custodian may permit  
2 boarding and inspection of the defendant vessel by marine surveyors,  
3 representatives of plaintiff, defendant and prospective purchaser's in order to  
4 determine the vessel's condition and value at a date and time convenient to the  
5 substitute custodian. All costs of such boardings and inspections shall be paid by  
6 such prospective and third party purchasers directly to Marine Lenders Services,  
7 LLC prior to boarding, such expenses shall not be deemed administrative costs in  
8 custodial herein. All persons entering on board the vessel shall execute a waiver  
9 and release in the form attached hereto. The substitute custodian or its employees  
10 shall be in attendance at all times of such boarding.  
11  
12

13 It is further requested that the Clerk of this Court deliver three certified  
14 copies of this order to the United States Marshal forthwith.

15 DATED this 22<sup>nd</sup> day of January, 2020.  
16

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



UNITED STATES DISTRICT COURT JUDGE

[PROPOSED] ORDER GRANTING  
EMERGENCY MOTION TO APPOINT  
MARINE LENDERS SERVICES  
AS SUBSTITUTE CUSTODIAN

1  
2  
3  
4

5 Presented by:

6 **HOLMES WEDDLE & BARCOTT**

7  
8 /s/ John E. Casperson  
9 John E. Casperson, WSBA No. 14292  
10 Eric Siebert, WSBA No. 49994  
11 999 Third Avenue, Suite 2600  
12 Seattle, WA 98104-4011  
13 Ph: 206- 292-8008  
14 Fax: 206-340-0289  
15 Email: esiebert@hwb-law.com  
16 jcasperson@hwb-law.com

17 /s/ J. Stephen Simms  
18 J. Stephen Simms (*pro hac vice*  
19 pending)  
20 Simms Showers LLP  
21 201 International Circle, Suite 250  
22 Baltimore, Maryland 21030  
23 Ph: 410-783-5795  
24 Fax 410-510-1789  
25 jssimms@simmsshowers.com

26 Plaintiffs' GP Global Counsel

27  
28 **[PROPOSED] ORDER GRANTING  
EMERGENCY MOTION TO APPOINT  
MARINE LENDERS SERVICES  
AS SUBSTITUTE CUSTODIAN**

- Page 11 of 11